

REMARKS

Entry of the present amendment and reconsideration of the claims is respectfully requested.

I. Status of the Claims

Claim 10 has been canceled without prejudice or disclaimer of the subject matter therein.

Claims 1, 11 and 19-21 have been amended and the amendments do not add new matter.

Claims 1-9 and 11-21 are pending in the application.

II. Telephone Interview

Applicants would like to thank Examiner Hewitt for all of the courtesies extended in the telephone interview held on July 30, 2003. The claims have been amended based on the Examiner's helpful suggestions and the Examiner's agreement that the above claim elements distinguish the present invention from the prior art of record.

III. Rejections Under 35 U.S.C. § 103(a)

Claims 1-7 and 10-20 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,056,786 to Rivera et al. (hereinafter "Rivera") in view of U.S. Patent No. 6,009,401 to Horstmann. Claims 8 and 9 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Rivera in view of Horstmann and further in view of U.S. Patent No. 5,023,907 to Johnson et al. ("Johnson").

The Examiner contends that Rivera discloses the entire invention except transmitting a license to a user; disseminating the content with the license; and creating a license for one or many pieces of content; that Horstmann discloses transmitting the license file; and that Johnson discloses creating a license file for one or many pieces of content. Further, the Examiner contends that the term “transparent”, as used in claims 1-9 and 11-21, is defined in Webster’s Dictionary as “clear” and “easily detected” and that Horstmann transmits his files to the user “transparently” or “in the clear”.

Applicants respectfully traverse the above rejections. Applicants have amended claims 1 and 19-21 to recite the elements that the license file is transmitted to the user “without notifying the user.” Applicants submit that claims 1, and 19-21 recite the element of “transmitting the license file to the user without notifying the user” and Horstmann does not teach or suggest this element of the claims. Horstmann discloses transmitting a license file, but does not teach or suggest transmitting the license file without the user’s knowledge.

Horstmann specifically teaches transmitting license files with the user’s knowledge. Horstmann’s “license certificate is preferably backed up by the end user onto a floppy disk or other permanent storage medium ... [and] in an emergency, it may be retrieved from the clearinghouse or merchant.” Horstmann, column 3, line 67 to column 4, line 6. Since a user must create the back up or initiate the request for the license certificate, the user must have knowledge of the license file and thus the license certificate is never “transmitted to the user without notifying the user.” Thus, Horstmann does not teach or disclose the transparent transmission of the license file as recited by the claims.

Additionally, neither Rivera nor Johnson teach or suggest the elements lacking from Horstmann and present in the claims.

Claims 2-9, and 11-18 depend from claims 1 and 21 respectively, and recite over the art of record based on their dependency from the independent claims. Thus, Applicants respectfully request that the above rejections be withdrawn.

CONCLUSION

In view of the above amendments and remarks, it is respectfully requested that the application be reconsidered and that all pending claims be allowed and the case passed to issue.

If there are any other issues remaining which the Examiner believes could be resolved by either a Supplemental Response or a Examiner's Amendment, the Examiner is respectfully requested to contact the undersigned at the telephone number indicated below.

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Respectfully submitted,

By 

Louis J. DelJuidice
Registration No.: 47,522
DARBY & DARBY P.C.
P.O. Box 5257
New York, New York 10150-5257
(212) 527-7700
(212) 753-6237 (Fax)
Agent for Applicants